

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
GCI Communication Corp.
File No.: EB-IHD-19-00028792
CD Acct. No.: 202332080026
FRN: 0001568880

ORDER

Adopted: May 10, 2023

Released: May 11, 2023

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission (FCC or Commission) has entered into a Consent Decree to resolve its investigation into whether GCI Communication Corp. (GCI) violated the Commission’s Rural Health Care (RHC) Program rules governing competitive bidding, the determination of urban rates, and the determination of rural rates. To settle this matter, GCI agrees to a total settlement value of \$42,614,595, including (a) a repayment to the Universal Service Fund in the amount of \$26,614,595 and (b) a credit of \$16,000,000 for GCI’s withdrawal of its Applications for Review related to Funding Years (FY) 2017-2019, currently pending before the Commission. GCI also agrees to implement enhanced compliance measures in connection with its participation in the RHC Program. The FCC’s rules governing the RHC Program are vital to protecting the Program and its resources from waste, fraud, and abuse. This action will help further the Commission’s goal of supporting health care providers in delivering telehealth services to their rural communities.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the associated investigation into GCI’s compliance with the RHC Program rules.

1 See 47 CFR §§ 54.600-54.680 (2019). Citations to the CFR refer to the pre-October 1, 2019 version.

2 See 47 CFR § 54.607 (2019).

3 GCI filed an Application for Review on November 9, 2018 related to WCB’s October 10, 2018 cost study determination of GCI’s FY2017 rural rates and an Application for Review on November 19, 2020 related to WCB’s October 20, 2020 cost study determinations of GCI’s FY2018 and FY2019 rural rates.

4 See 47 CFR §§ 54.600-54.680 (2019). The RHC Program includes two subprograms: the Telecommunications Program (Telecom Program) and the Healthcare Connect Fund (HCF). The Telecom Program provides support for the difference between the rural and urban rates for telecommunications services. See Promoting Telehealth in Rural America, WC Docket No. 17-310, Report and Order, 34 FCC Rcd 7335, 7337, para. 4 (2019) (2019 Report and Order); Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9111-9112 (1997). The HCF promotes the use of broadband services and the formation of health care consortia by providing a 65% discount on an array of advanced telecommunications and information services such as Internet access, dark fiber, business data, traditional Digital Subscriber lines, and private carriage services. See 2019 Report and Order, 34 FCC Rcd at 7337, para. 4; see also Rural Healthcare Support Mechanism, WC Docket No. 02-60, Report and Order, 27 FCC Rcd 16678 (2012) (establishing the Healthcare Connect Fund). While the Consent Decree references the RHC Program generally, the apparent rule violations at issue in the Consent Decree concern the Telecom Program.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of GCI's basic qualifications to hold or obtain any Commission license or authorization.⁵

4. Accordingly, **IT IS ORDERED** that, pursuant to the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁶ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that a copy of this Order and the Consent Decree shall be sent by e-mail to Becky Windt Pearson, Senior Vice President, Law and Corporate Advocacy and General Counsel, GCI Communication Corp., at bwindt-pearson@gci.com, and to John Nakahata, Esq., HWG LLP, counsel for GCI Communication Corp., at JNakahata@hwglaw.com.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

⁵ See 47 CFR § 1.93(b).

⁶ 47 CFR §§ 0.111, 0.311.

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GCI Communication Corp.)
File No.: EB-IHD-19-00028792
CD Acct. No.: 202332080026
FRN: 0001568880

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (FCC or Commission) and GCI Communication Corp. (GCI), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether GCI Communication Corp. violated the Commission’s Rural Health Care (RHC) Program rules¹ in connection with competitive bidding, urban rate setting, and rural rate setting.

2. To resolve this matter, GCI agrees, through this Consent Decree entered on May 10, 2023, to a total settlement value of \$42,614,595 that includes (a) a repayment to the Universal Service Fund in the amount of \$26,614,595 and (b) a credit of \$16,000,000 for GCI’s withdrawal of its Applications for Review and various appeals related to Funding Years (FY) 2017-2019,² as listed in Appendix B. GCI also agrees to enhance its compliance measures in connection with its participation in the RHC Program. Separately, GCI is also entering into a settlement agreement with the United States, acting through the U.S. Department of Justice, as to related claims.

I. DEFINITIONS

- 3. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.³
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(d) “CD Acct. No.” means account number 202332080026, associated with payment obligations described in Paragraph 27 of this Consent Decree.
(e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which GCI is subject by virtue of its business activities, including but not limited to the RHC Program Rules.

¹ See 47 CFR §§ 54.600-54.680 (2019). Citations to the CFR refer to the pre-October 1, 2019 version.

² GCI filed an Application for Review on November 9, 2018 related to WCB’s October 10, 2018 cost study determination of GCI’s FY2017 rural rates and an Application for Review on November 19, 2020 related to WCB’s October 20, 2020 cost study determinations of GCI’s FY2018 and FY2019 rural rates.

³ 47 U.S.C. § 151 et seq.

- (g) “Compliance Agreement” means the compliance obligations, program, and procedures attached to this Consent Decree as Appendix A.
- (h) “DOJ Settlement” means the agreement entered into on May 10, 2023 by GCI and the United States of America, acting through the U.S. Department of Justice.
- (i) “Effective Date” means the date by which both the Bureau and GCI have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “First LOI” means the Letter of Inquiry issued by the Bureau to GCI on March 23, 2018.
- (k) “GCI” or “Company” means GCI Communication Corp. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (l) “HCP” means health care provider.
- (m) “Investigation” means the investigation commenced by the Bureau in File Nos. EB-IHD-18-00026254 and EB-IHD-19-00028792 regarding whether GCI violated the RHC Program Rules.
- (n) “Parties” means GCI and the Bureau, each of which is a “Party.”
- (o) “RHC Program Rules” means Title 47, Code of Federal Regulations, sections 54.600-54.680, section 254 of the Act, and Commission orders related to the provision of service in the RHC Program.
- (p) “Second LOI” means the Letter of Inquiry issued by the Bureau to GCI on May 28, 2020.
- (q) “USAC” means the Universal Service Administrative Company, which serves as the administrator for the federal Universal Service Fund.⁴

II. BACKGROUND

4. The RHC Program provides financial support to eligible rural health care providers so that all health care facilities—regardless of whether they are located in rural or urban areas—can implement the modern telecommunications systems that are vital to 21st century medical care.⁵ The Telecommunications Program (Telecom Program) is part of the Commission’s RHC Program and is paid for through the Universal Service Fund (USF or Fund).⁶ Through the Telecom Program, eligible rural health care providers can obtain supported services at rates that are no higher than the “urban rate,” defined as the highest tariffed or publicly available commercial rate for a similar service in any city with a population of 50,000 or more people in that state.⁷ The carrier providing the eligible service(s) is entitled to support payments from the Fund to account for the difference between the rural rate (the rate for

⁴ See 47 CFR § 54.701 (2019).

⁵ See *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 8796, para. 35 (1997) (*Federal-State Joint Board on Universal Service*); see also 47 CFR § 54.602 (2019).

⁶ The RHC Program also includes the HCF which provides a 65 percent discount on eligible expenses related to broadband connectivity to both health care providers and consortia. See generally *Rural Health Care Support Mechanism*, Report and Order, 27 FCC Rcd 16678 (2012) (*HCF Order*); see also 47 CFR §§ 54.630-54.649 (2019). Beginning in January 2014, rural health care providers receiving support for Internet access received support for these services through the HCF. See *HCF Order*, 27 FCC Rcd at 16818-19, para. 354.

⁷ 47 CFR §§ 54.605, 54.613 (2019). Anchorage is the only city in Alaska with a population of 50,000 or more people.

telecommunications services provided to health care providers in rural areas, which is generally higher) and the urban rate (the rate for commercial customers in nearby urban areas, which is generally lower).⁸

5. *Determining Rural Rates.* The Commission's rules in effect during the relevant period established three methods for a service provider to determine its rural rate. These methods must be considered in sequential order based on the factual circumstances.⁹ The first method (Method 1) must be considered if the service provider itself offers comparable services to commercial customers that provide a basis for comparison.¹⁰ If so, the Commission's rules required that a service provider's rural rate must "be the average of the rates actually being charged to commercial customers, other than health care providers, for identical or similar services provided by the telecommunications carrier providing the service in the rural area in which the health care provider is located."¹¹

6. However, where the telecommunications carrier "is not providing any identical or similar services in the rural area," the second method (Method 2) must be considered.¹² Method 2 provided that "the rural rate shall be the average of the tariffed and other publicly available rates, not including any rates reduced by universal service programs, charged for the same or similar services in that rural area over the same distance as the eligible service by other carriers."¹³

7. The last and final method (Method 3) must be considered only if there are no tariffed or publicly available rates for such services in that rural area, or if the carrier reasonably determines that Method 1 or Method 2 for calculating the rural rate is unfair.¹⁴ In such cases, "then the carrier shall submit for the state commission's approval, for intrastate rates, or the Commission's approval, for interstate rates, a cost-based rate for the provision of the service in the most economically efficient, reasonably available manner."¹⁵ Where a carrier sought approval of a state commission for intrastate rates or the Commission for interstate rates, "a justification of the proposed rural rate, including an itemization of the costs of providing the requested service" is required.¹⁶

8. *Competitive Bidding.* The Commission has repeatedly stated that competitive bidding rules are vital to ensuring that the Fund is "used wisely and efficiently" across USF-funded programs, and that health care providers "are aware of cost-effective alternatives" to ensure fiscal responsibility and to

⁸ *Id.* §§ 54.602, 54.609. See generally *Rural Health Care Support Mechanism*, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 18 FCC Rcd 24546 (2003) (*2003 Order and Further Notice*).

⁹ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19-21 (1997); see also 47 CFR § 54.607 (2019); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, Public Notice, WC Docket No. 02-60, DA 19-92, 2019 WL 696572 (WCB Feb. 15, 2019) (*Determining Rural Rates Public Notice*).

¹⁰ 47 CFR § 54.607(a) (2019).

¹¹ *Id.* The rates averaged to calculate the rural rate must not include any rates reduced by universal service support mechanisms, but a service provider may consider its pre-discount prices for services provided to E-rate customers in determining its rural rates. See *id.*

¹² See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19-21 (1997); see also 47 CFR § 54.607(b) (2019); *Determining Rural Rates Public Notice*.

¹³ 47 CFR § 54.607(b) (2019).

¹⁴ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19-21 (1997); see also 47 CFR § 54.607(b) (2019); *Determining Rural Rates Public Notice*.

¹⁵ 47 CFR § 54.607(b) (2019).

¹⁶ *Id.* § 54.607(b)(1).

limit waste, fraud, and abuse of the Fund.¹⁷ Fundamental to this is the Commission's requirement that RHC Program contracts be awarded through a competitive bidding process.¹⁸ The competitive bidding process must be conducted in a manner such that no bidder receives an unfair advantage over another bidder.¹⁹ The Commission has held that the RHC Program rules, "including the competitive bidding rules, apply to all applicants and service providers."²⁰ As service providers have long been aware, the Commission will take action against such service providers that seek to secure an unfair advantage in competing for contracts supported by the USF or otherwise engage in conduct that threatens to damage the integrity of USF programs in violation of the Commission's rules.²¹ The Commission has repeatedly

¹⁷ *Federal-State Joint Board on Universal Service*, 12 FCC Rcd at 9133-34, paras. 686, 688; *see also Schools and Libraries Universal Service Support Mechanism*, Fifth Report and Order, 19 FCC Rcd 15808, 15813, para. 13 (2004) (stating that the Commission is committed to deterring inappropriate uses of universal service monies and to rapidly detect and address potential misconduct including waste, fraud, and abuse); *HCF Order*, 27 FCC Rcd at 16778, paras. 229-30 ("[C]ompetitive bidding furthers the competitive neutrality requirement . . . of the Act by ensuring that universal service support does not disadvantage one provider over another . . . [A]ll entities participating in the [RHC Program] must conduct a fair and open competitive bidding process prior to submitting a request for funding . . ."); and *Schools and Libraries Universal Service Support Mechanism*, Third Report and Order and Second Further Notice of Proposed Rulemaking, 18 FCC Rcd 26912, 26940, para. 66 (2003) (*Schools and Libraries Third Report and Order*) (stating that the competitive bidding process is critical to preventing waste, fraud, and abuse of program resources).

¹⁸ 47 CFR § 54.603(a) (2019). *See also Federal-State Joint Board on Universal Service*, 12 FCC Rcd at 9133-34, paras. 686, 688 ("Consistent with the Joint Board's recommendation for eligible schools and libraries, we conclude that eligible health care providers shall be required to seek competitive bids for all services eligible for support pursuant to section 254(h) by submitting their bona fide requests for services to the Administrator [for posting].").

¹⁹ *See, e.g., Request for Review of Decisions of the Universal Service Administrator by MasterMind Internet Services, Inc., Federal-State Joint Board on Universal Service*, Order, CC Docket No. 96-45, 16 FCC Rcd 4028 (2000) (*Mastermind Order*) (finding that the FCC Form 470 contact person influences an applicant's competitive bidding process by controlling the dissemination of information regarding the services requested and, when an applicant delegates that power to an entity that also participates in the bidding process as a prospective service provider, the applicant impairs its ability to hold a fair and open competitive bidding process). *See also Requests for Review of Decisions of the Universal Service Administrator by Hospital Networks Management, Inc., Manchaca, TX, Verizon Business Services, Arlington, VA*, Order, 31 FCC Rcd 5731, 5741, para. 20 (WCB 2016) ("The principles underlying the *Mastermind Order* and other orders addressing fair and open competitive bidding not only apply to the E-rate program . . . , but also to participants in the rural health care program. Indeed, the mechanics of the bidding processes in the rural health care and E-rate programs are effectively the same.") (internal citation omitted); *Request for Review, Franciscan Skemp Waukon Clinic, Waukon, IA*, Order, 29 FCC Rcd 11714, 11717, para. 9 (WCB 2014) (finding that signing a Telecom Program contract before the expiration of the 28-day waiting period impairs the applicant's ability to hold a fair and open competitive bidding process).

²⁰ *HCF Order*, 27 FCC Rcd at 16737, para. 126.

²¹ Service providers have been on notice that funding commitments resulting from contracts awarded in violation of the competitive bidding rules will be rescinded and the disbursed funds recovered. In 2007, the Commission noted that "the danger of waste, fraud, and abuse by service providers is as great as the danger of such conduct by rural health care providers" and advised that "funds disbursed from the . . . rural health care support mechanism[] in violation of a Commission rule that implements the statute or a substantive program goal should be recovered. Sanctions, including enforcement action, are appropriate in cases of waste, fraud, and abuse" *Comprehensive Review of the Universal Service Fund Management, Administration, and Oversight*, Report and Order, 22 FCC Rcd 16372, 16386-88, paras. 26, 30 (2007) (*Comprehensive Report and Order*). *See, e.g., HCF Order*, 27 FCC Rcd at 16737, para. 126 ("To the extent there are violations of the competitive bidding rules, such as sharing of inside information during the competitive bidding process, USAC will adjust funding commitments or recover any disbursed funds through its normal process."). *Mastermind Order*, 16 FCC Rcd 4028; *see also Request for Review of Decisions of the Universal Service Administrator by Joseph M. Hill, Trustee in Bankruptcy for Lakehills Consulting, LP.*, CC Docket No. 02-6, Order, 26 FCC Rcd 16586 (2011).

made clear that compliance with its bidding rules is a prerequisite for receipt of payments from the Fund and that those who violate the competitive bidding rules are not entitled to funding.²²

9. *Determining Urban Rates.* The “urban rate” for a service is a rate no higher than the highest tariffed or publicly-available rate charged to a commercial customer for a functionally similar service in any city with a population of 50,000 or more in that state.²³ To reduce administrative burdens, at the time of the apparent violations, service providers and health care providers could obtain and use urban rates from a list of acceptable urban rates from USAC’s website.²⁴ If an urban rate other than one posted on USAC’s website was used, a health care provider was required to follow standard processes by submitting documentation of that urban rate to USAC with its Form 466. Section 54.609 of the Commission’s rules provides that the amount of support that is available through the Telecom Program for an eligible service is based on the difference, if any, between the urban rate and the rural rate charged for the service as defined by the Commission’s rules.²⁵

10. *GCI Investigation.* GCI is a company that was incorporated in Alaska on May 23, 1990.²⁶ It is an indirect, wholly owned subsidiary of Liberty Broadband Corporation.²⁷

11. GCI provides telecommunications services to health care providers through the RHC Program. GCI is a long-time participant in the RHC Program and received more USF funding in the Telecom Program in FY2012 through FY2021 than any other service provider.²⁸

12. On March 23, 2018, the Enforcement Bureau sent GCI a Letter of Inquiry (First LOI).²⁹ As part of the First LOI, the Enforcement Bureau sought to understand GCI’s involvement in the RHC Program beginning January 1, 2015. To that end, the First LOI sought responses and documents related to how GCI determined its rural rates, its participation in the competitive bidding process, and its setting of urban rates.³⁰

13. In December 2019, GCI voluntarily disclosed to the Bureau that it had received an allegation from a former employee of a competitive bidding violation involving GCI’s RHC Telecom Program contract with Eastern Aleutians Tribe. GCI produced relevant documents to the Bureau on January 28 and February 28, 2020.

14. In light of this issue, GCI conducted an investigation of the bid documents, offers, and amendments for all contracts active from January 2015 to 2019, including those that were bid prior to 2015 but still active in 2015. GCI presented its findings to EB on February 24, 2020, including by voluntarily disclosing additional competitive bidding violations. GCI produced these contracts and associated documents on April 17, 2020.

²² See, e.g., *HCF Order*, 27 FCC Rcd at 16737, para. 126; *Comprehensive Report and Order*, 22 FCC Rcd at 16388, para. 30.

²³ See 47 CFR § 54.605(a) (2019).

²⁴ See *2003 Order and Further Notice*, 18 FCC Rcd at 24573, para. 53. The website, previously available at www.usac.org/rhc/telecommunications/tools/UrbanRates/search.asp, is no longer available.

²⁵ See 47 CFR §§ 54.605, 54.607, 54.609 (2019).

²⁶ Response to Letter of Inquiry from Stephen Miller, Harris, Wiltshire & Grannis LLP, to Rakesh Patel and David Sobotkin, FCC Enforcement Bureau, at 2 (Apr. 27, 2018).

²⁷ Liberty Broadband Corporation, Annual Report (Form 10-K), at I-2 (Feb. 26, 2021).

²⁸ Information on file in EB-IHD-18-00026254 and EB-IHD-19-00028792.

²⁹ Letter of Inquiry from Rakesh Patel, FCC Enforcement Bureau, to Ronald Duncan, Chief Executive Officer (CEO), GCI, and Jennifer Bagg, Harris, Wiltshire & Grannis LLP (Mar. 23, 2018) (First LOI).

³⁰ First LOI, at 10.

15. In the course of FY2020 bid compliance work, GCI learned that it had accidentally understated the urban rate it charged to certain HCPs because it did not charge for the Anchorage hub port. GCI voluntarily disclosed this issue to the Bureau in the February 24, 2020 meeting discussed above.

16. In December 2019, GCI also discovered and disclosed to the Bureau that the litigation hold placed on certain of its employees' email boxes in connection with receipt of the Letter of Inquiry had been inadvertently released, and that GCI had deleted mailboxes and destroyed laptops of relevant employees when they left the company. GCI reinstated the holds soon after discovering the error. In addition to these document preservation failures, GCI also failed to preserve relevant RHC Program documents, resulting in the loss of an unknown number of documents relevant to the Investigation.

17. Subsequently, on May 28, 2020, the Enforcement Bureau sent GCI a second Letter of Inquiry (Second LOI).³¹ As part of the Second LOI, the Enforcement Bureau sought to understand GCI's RHC Program document retention policies, procedures, and practices for the period of time beginning in January 2015.

18. In connection with the First LOI and Second LOI, GCI made a series of document productions, provided narrative responses and documents responsive to the Bureau's Requests for Information, and fully cooperated in the Bureau's interviews of GCI employees and officers. Based on these and GCI's voluntary disclosures, the Parties agree that these efforts and actions support the following:

- Violations of the RHC Program Rules governing the determination of rural rates in connection with rural rates set during FY2015-FY2016:
 - GCI charged certain rural rates that were not in compliance with the three methods established by Commission rules for setting rural rates. In instances where GCI's rural rates did not accord with Method 1 or 2, GCI did not seek and receive cost-based rate approval from the Commission under Method 3.
- Violations of the RHC Program Rules governing the competitive bidding process in connection with five contracts signed with HCPs in 2015 and 2016:
 - Eastern Aleutian Tribes. GCI made a substantial change to the monthly recurring charge (MRC) in its contract with Eastern Aleutian Tribes in 2015³² after the contract had already been signed by the health care provider. Without any additional Form 465 filing, GCI increased the satellite service price by 33%; the total MRC for service to all Eastern Aleutian Tribes clinics increased from \$297,738 to \$393,038.³³ This cardinal change³⁴ to the initial contract was effectuated without competitive bidding in violation of RHC Program rules and Commission precedent. The contract was for a five-year term at an estimated annual recurring charge of \$4,716,456; the value of the contract over the five-year term is \$23,582,280.³⁵ GCI received \$9,789,574.09 in payments from the USF in connection with this contract.³⁶

³¹ Letter of Inquiry from Rakesh Patel, FCC Enforcement Bureau, to John Nakahata and Jennifer Bagg, Harris, Wiltshire & Grannis LLP (May 28, 2020).

³² While the contract was signed outside of the applicable statute of limitations, GCI requested payment from the Fund in connection with this contract within the tolled statute of limitations.

³³ GCI Medical Services Agreement HC-425 (Draft), GCI-00053944-00053953; GCI Medical Services Agreement HC-426 (Apr. 10, 2015), GCI-00053443-0053452.

³⁴ GCI admits that this is a cardinal change that violates Commission rules. Nov. 19, 2021 GCI Presentation, at 7; Apr. 21, 2021 GCI Presentation, at 12.

³⁵ GCI Medical Services Agreement HC-426 (Apr. 10, 2015), GCI-00053443-0053452.

- Norton Sound Health Corporation (NSHC). GCI apparently contracted with NSHC for a longer term than was identified during the competitive bidding process. In May 2015, GCI and NSHC signed a five-year contract (HC-429) using the rates listed in the proposal for a three-year term for an estimated annual recurring charge of \$1,148,400; the value of the contract over the five-year term is \$5,742,000.³⁷ GCI received \$1,139,856 in payments from the USF in connection with this contract.³⁸
- Southcentral Foundation, St. Paul clinic (SCF-St. Paul). In July 2015, GCI and SCF signed a five-year contract (HC-439) that included the St. Paul clinic. In April 2016, the parties signed an amended contract (HC-439-2) for one of the St. Paul circuits at a price and service level that were in neither the proposal nor the original contract. The value of the contract amendment over the remaining 53 months of the contract term was approximately \$1,557,140. GCI received \$425,713.86 in payments from the USF in connection with this amended contract for the St. Paul clinic.³⁹
- Frontier Community Services (FCS). In November 2016, FCS and GCI entered into a five-year contract (HC-487-01) that included services added after the competitive bidding period had closed and after GCI had been awarded the contract. The total MRC in HC-487-01 is \$6,900.⁴⁰ The value over the life of the five-year contract is \$414,000. GCI received \$189,733.62 in payments from the USF in connection with this contract.⁴¹
- Southcentral Foundation, Wasilla clinic (SCF-Wasilla). In July 2015, GCI and SCF signed a one-year contract (HC-440) for 100 Mbps service at the Wasilla clinic at \$5,200/month.⁴² The proposal did not contain either the one-year term or the related price.⁴³ The estimated value of the one-year contract is \$62,400. GCI received \$38,612.93 in payments from the USF in connection with this contract.⁴⁴
- Violations of the RHC Program Rules governing the determination of urban rates charged to HCPs in FY2015 through FY2019:
 - During the Commission's investigation, GCI disclosed that the urban rate it had charged to certain HCPs was too low.⁴⁵ GCI admits that this resulted in excessive rural rate reimbursement amounts being requested and received by GCI from the USF⁴⁶ in violation

(Continued from previous page) _____

³⁶ Information on file in EB-IHD-18-00026254 and EB-IHD-19-00028792.

³⁷ GCI Medical Services Agreement HC-429 (May 7, 2015), GCI-00053676-00053685.

³⁸ Information on file in EB-IHD-18-00026254 and EB-IHD-19-00028792.

³⁹ *Id.*

⁴⁰ The MRC for the two services added in the November 11, 2016 pricing addendum is \$2,300. GCI Healthcare Service Order HC-487-01 (Nov. 18, 2016), GCI-00001558-1568.

⁴¹ Information on file in EB-IHD-18-00026254 and EB-IHD-19-00028792.

⁴² GCI Medical Services Agreement HC-440 (July 8, 2015), GCI-00053795-00053804.

⁴³ A Proposal for Southcentral Foundation (June 25, 2015), GCI-00053704-00053721.

⁴⁴ Information on file in EB-IHD-18-00026254 and EB-IHD-19-00028792.

⁴⁵ Letter from John Nakahata and Jared Marx, Harris, Wiltshire & Grannis LLP, to Sarah McNally and Carla Conover, FCC Enforcement Bureau, at 4-5 (Oct. 7, 2020) (Oct. 7, 2020 Letter); January 15, 2021 GCI subpoena response.

⁴⁶ Oct. 7, 2020 Letter; July 12, 2021 GCI Presentation, at 6.

of 47 CFR § 54.609.⁴⁷ For FY2015-FY2019, the incorrect rate calculation resulted in excess payments of \$457,852.65.⁴⁸

III. TERMS OF AGREEMENT

19. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

20. **Jurisdiction.** GCI agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

21. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

22. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and the DOJ Settlement and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation and to resolve all claims for repayment to the Universal Service Fund arising from certain matters through FY2019 that were the subject of the Investigation, as identified in Appendices C, D, and E. In consideration, GCI agrees to the terms, conditions, and procedures contained herein, and to withdraw its Applications for Review and various appeals, as listed in Appendix B. The Bureau also agrees, on behalf of itself and the Wireline Competition Bureau, that the audit of FY2017 funding requests for services provided by GCI that USAC initiated on or about June 23, 2020 will be terminated. The Bureau further agrees on behalf of itself, the Wireline Competition Bureau, and the Office of the Managing Director that, in the absence of new material evidence, none of the Bureau, the Wireline Competition Bureau, or the Office of the Managing Director will use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree or DOJ Settlement, to institute any new proceeding on its own motion against GCI concerning the matters as identified in the Appendices, or to set for hearing the question of GCI's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.⁴⁹

23. **Admission of Liability.** GCI admits solely for the purpose of this Consent Decree and for Commission civil enforcement purposes related to this Consent Decree, and in express reliance on the provisions of Paragraph 22 herein, that its actions in Paragraph 18 violated sections 54.603, 54.605, 54.607, 54.609, and 54.615 of the Commission's rules,⁵⁰ and that it accepts sole responsibility for those actions.

24. **Compliance Agreement.** For purposes of settling the matters set forth herein, GCI agrees that it shall implement the Compliance Agreement attached as Appendix A, designed to ensure future compliance with the RHC Program Rules and with the terms and conditions of this Consent Decree.

25. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to

⁴⁷ Section 54.609(a) states: "The amount of universal service support provided for an eligible service to be funded from the Telecommunications Program shall be the difference, if any, between the urban rate and the rural rate charged for the service, as defined herein." 47 CFR § 54.609(a) (2019).

⁴⁸ Oct. 7, 2020 Letter, at 4-5; January 15, 2021 GCI subpoena response.

⁴⁹ See 47 CFR § 1.93(b) (2019).

⁵⁰ See *id.* §§ 54.603, 54.605, 54.607, 54.609, and 54.615.

section 208 of the Act⁵¹ against GCI or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by GCI with the Communications Laws.

26. **Settlement Amount.** GCI agrees to a global settlement with the FCC's Enforcement Bureau and with the U.S. Department of Justice resulting in a net cash payment of \$40,851,657 as follows:

- (a) GCI agrees to a Settlement Amount of \$42,614,595 (Settlement Amount) to fully resolve the Bureau's Investigation.
 - GCI will repay \$26,614,595 to the Universal Service Fund (Repayment Amount).
 - The Commission will credit GCI \$16,000,000 for withdrawal of its Applications for Review and various appeals related to Funding Years FY2017-FY2019, as listed in Appendix B, upon GCI's withdrawal of those Applications for Review and appeals.⁵²
- (b) Pursuant to the DOJ Settlement, GCI agrees to pay to the United States \$40,242,546 that shall be offset by GCI's payment of \$26,005,484 to the USF pursuant to this Consent Decree. The DOJ Settlement resolves certain civil or administrative monetary claims the United States has against GCI under, among other rules and laws, the False Claims Act, related to the covered conduct as defined in the DOJ Settlement.

27. **Repayment Amount.** GCI agrees to pay \$26,614,595 (Repayment Amount) to the Universal Service Fund and complete the withdrawals specified in Paragraph 26(a) within thirty (30) calendar days of the Effective Date. GCI acknowledges and agrees that upon execution of this Consent Decree, the Settlement Amount shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).⁵³ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. GCI shall send electronic notification of the Repayment Amount payment to Meghan Ingrisano, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, D.C. 20554, or her successor or designee, with a copy submitted electronically to Meghan Ingrisano at [Meghan.Ingrisano@fcc.gov](mailto: Meghan.Ingrisano@fcc.gov), on the date said payment is made. Below are instructions that payors should follow based on the form of payment selected.⁵⁴

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters "FORF". In addition, a completed Form 159⁵⁵ or printed Commission Registration System (CORES) form⁵⁶ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto: RROGWireFaxes@fcc.gov) on the same business day the wire

⁵¹ 47 U.S.C. § 208.

⁵² GCI's Application for Review filed on November 9, 2018 related to WCB's October 10, 2018 cost study determination of GCI's FY2017 rural rates and an Application for Review on November 19, 2020 related to WCB's October 20, 2020 cost study determinations of GCI's FY2018 and FY2019 rural rates.

⁵³ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁵⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

⁵⁵ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

⁵⁶ Information completed using the Commission's Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).⁵⁷ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

28. **Event of Default.** GCI agrees that an Event of Default shall occur upon the failure by GCI to pay the full amount of the Repayment Amount or complete the withdrawals specified in Paragraph 26(a) on or before the due date specified in this Consent Decree.

29. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Settlement Amount shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Settlement Amount, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by GCI.

30. **Waivers.** As of the Effective Date, GCI waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. GCI shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither GCI nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and GCI shall waive any statutory right to a trial *de novo*. GCI hereby

⁵⁷ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁵⁸ relating to the matters addressed in this Consent Decree.

31. **Severability**. The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

32. **Invalidity**. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

33. **Subsequent Rule or Order**. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which GCI does not expressly consent) that provision will be superseded by such Rule or order.

34. **Successors and Assigns**. GCI agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

35. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

36. **Modifications**. This Consent Decree cannot be modified without the advance written consent of both Parties.

37. **Paragraph Headings**. The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

38. **Authorized Representative**. Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

⁵⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530 (2019).

39. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Loyaan A. Egal
Chief
Enforcement Bureau

Date

Rebecca Windt Pearson
Senior Vice President, Law and Corporate Advocacy, and General Counsel
GCI Communication Corp.

Date

APPENDIX A

COMPLIANCE AGREEMENT FOR GCI COMMUNICATION CORP.

PREAMBLE: In accordance with the terms set forth in the Settlement Agreement and the Consent Decree (as defined herein), GCI Communication Corp. (GCI) agrees to the undertakings described in this Compliance Agreement, including reasonable steps to ensure that its future participation in the Rural Health Care Program complies fully with all Rural Health Care Program Rules.

1. Definitions.

For the purposes of this Compliance Agreement, the following definitions shall apply:

“Act” means the Communications Act of 1934, as amended.

“Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.

“Compliance Agreement” means this document, titled “Compliance Agreement for GCI Communication Corp.,” which is incorporated as Appendix A to the Consent Decree.

“Compliance Manual” means the Compliance Manual required by Section 5.

“Consent Decree” means the Consent Decree between GCI and EB, executed simultaneously with this agreement, to which this Compliance Agreement is attached and incorporated as Appendix A.

“Covered Personnel” or “Covered Person” means all employees and officers of GCI who perform, supervise, oversee, or otherwise conduct any activities that relate to GCI’s responsibilities under the RHC Program Rules, except for employees that solely perform activities involving network operations or maintenance or technical support. For purposes of Section 5 (Compliance Manual) and Section 6 (Compliance Training Program), Covered Personnel shall also include any personnel used by any Covered Third Party.

“Covered Third Party” or “Covered Third Parties” means any agent or independent contractor of GCI contracted to perform activities that relate to GCI’s responsibilities under the RHC Program Rules, including responses to Requests for Proposals, except for outside legal counsel and agents or independent contractors that solely perform activities involving network operations or maintenance, technical support, or data analytics.

“Days” shall mean calendar days (unless otherwise specified).

“EB” means the Enforcement Bureau of the Commission.

“Effective Date” means the effective date of the Consent Decree, to which this Compliance Agreement is attached and incorporated as Appendix A.

“GCI” or “Company” means GCI Communication Corp. and its successors in interest or assigns.

“GCI Compliance Plan” means the compliance plan required by Section 4.

“GCI Compliance Hotline” or “Compliance Hotline” shall mean the toll-free telephone number described in Section 4(b).

“OIG” means the Office of the Inspector General of the Commission.

“OGC” means the Office of General Counsel of the Commission.

“Operating Procedures” means the standard internal operating procedures and compliance policies established by GCI to implement the Compliance Agreement.

“Parties” means GCI and the FCC, each of which is a “Party.”

“RHC Program Rules” means Title 47, Code of Federal Regulations, sections 54.600-54.680, section 254 of the Act, as amended, and Commission orders related to the provision of service in the RHC Program.

“Settlement Agreement” means the Settlement Agreement entered into by the United States, acting through the U.S. Department of Justice, and GCI on May 10, 2023.

“USAC” means the Universal Service Administrative Company, which serves as the administrator for the federal Universal Service Fund.

“WCB” means the Wireline Competition Bureau of the Commission.

2. Term of Compliance Agreement.

- (a) The obligations set forth herein shall apply for a period of three years from the Effective Date or for such longer period as may be provided under this section. If GCI does not materially comply with this Compliance Agreement and all RHC Program Rules, as reasonably determined by the FCC, during any twelve (12) month period, the obligations set forth herein may be extended, in the discretion of the FCC, by an additional year. Further, such obligations shall continue (including during any extension period) until GCI has materially complied with this Compliance Agreement and all RHC Program Rules for one (1) consecutive twelve (12) month period, subject to the limitation set forth in subsection (b) of this section. A determination that GCI has complied with the obligations in this Compliance Agreement is not intended to and shall not constitute a determination that GCI has complied with any or all RHC Program Rules for any other purpose.
- (b) The obligations of this Compliance Agreement shall not remain in effect beyond the seventh anniversary from the Effective Date, except as otherwise provided under this subsection. If by such date, GCI has not materially complied with this Compliance Agreement and with all Rural Health Care Program Rules, as determined by the FCC, then GCI shall remain subject to the remedies provided for in Section 12, at the discretion of the FCC, and the parties may also renegotiate an extension of this Compliance Agreement to address any noncompliance by GCI, to the extent they deem such an extension to be appropriate or desirable.

3. Compliance Officer.

- (a) Within thirty (30) days after the Effective Date, GCI shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer to discharge the duties set forth in this Compliance Agreement. The Compliance Officer must have knowledge of and experience with the RHC Program Rules prior to assuming his/her duties. The Compliance Officer shall report directly to the President, CEO, General Counsel, or Vice President of Ethics and Compliance of GCI, and shall not be, or be directly or indirectly subordinate to, the Chief Financial Officer or Vice President of Operations, or have any responsibilities for legal counsel functions for GCI.

- (b) The Compliance Officer shall be responsible for, without limitation, implementing and administering this Compliance Agreement and ensuring that GCI complies with its terms and conditions (including taking corrective action as necessary). GCI shall ensure that Covered Third Parties will be subject to the Compliance Officer's oversight.
 - (c) GCI shall provide the Compliance Officer with adequate staffing to support the Compliance Officer in fulfilling the Compliance Officer's responsibilities.
 - (d) GCI shall provide written notice to the FCC of the identity of the initial Compliance Officer within ten (10) days of that appointment. Thereafter, GCI shall provide written notice to the FCC within ten (10) days of any changes in the identity of the Compliance Officer, or any actions that could adversely affect the Compliance Officer's ability to perform the Officer's duties under this Compliance Agreement.
4. GCI Compliance Plan and Compliance Hotline.
 - (a) GCI agrees that it shall, within ninety (90) days after the Effective Date, develop and implement a compliance plan (GCI Compliance Plan) designed to ensure future compliance with the RHC Program Rules and containing the terms and conditions set forth herein. GCI shall provide copies of the GCI Compliance Plan and submit any revisions to the FCC in a monthly report. The GCI Compliance Plan shall expressly incorporate the requirements of this Compliance Agreement, including, without limitation, the operating procedures described in Section 5, the training required in Section 6, and the audits required by Section 10.
 - (b) GCI Compliance Hotline: GCI shall maintain a compliance hotline (or establish one within thirty (30) days after the Effective Date if such a hotline does not exist on the Effective Date) to receive complaints and tips from the public, as well as from Covered Personnel, about potential fraudulent or other irregular activity associated with GCI's Rural Health Care Program participation. GCI shall publish the Compliance Hotline conspicuously on the first page of its website in a prominent location, and also affirmatively make enrolled customers aware of the Compliance Hotline and its purpose through other reasonably effective means. GCI shall also publish this Compliance Hotline in a prominent location in the Compliance Manual. The Compliance Hotline shall allow anonymous reporting. Complaints and tips received shall be promptly forwarded to the Compliance Officer and investigated.
5. Compliance Manual. Within ninety (90) days after the Effective Date, the Compliance Officer shall develop and, to the extent consistent with applicable law, distribute electronically or in hard copy a Compliance Manual to all Covered Personnel and Covered Third Parties. The Compliance Manual shall explain the RHC Program Rules, set forth the Operating Procedures that Covered Personnel and Covered Third Parties shall follow to help ensure GCI's compliance with the RHC Program Rules, and include the information described in subsection (b) of this section. The requirements of subsections (b)(i) and (b)(ii) of this section shall be applicable to all Covered Personnel, whether employed by Covered Third Parties or by GCI. The phone numbers for the GCI Compliance Hotline, the Commission's whistleblower hotline, and the USAC whistleblower hotline shall be displayed in a prominent location in the Compliance Manual. GCI shall periodically review and revise the Compliance Manual as necessary to ensure that its contents remain current and accurate. To the extent consistent with applicable law, GCI shall distribute electronically any revisions to the Compliance Manual promptly to all Covered Personnel and Covered Third Parties.

- (a) Any agreements between GCI and Covered Third Parties shall contain provisions to ensure that the terms of this Compliance Agreement are satisfied. Any agreements between GCI and Covered Third Parties that are in effect on the Effective Date shall be modified to comply with this section.
- (b) To the extent consistent with applicable law, GCI shall require that Covered Third Parties be subject to the following additional requirements, as to which GCI will exercise reasonable oversight, each of which shall be set forth in its agreements with those parties. All agreements between GCI and Covered Third Parties shall include the following terms:
- (i) Covered Third Parties or their Covered Personnel who are suspected (based on credible evidence) of violating RHC Program Rules, failing to comply with the terms of the Company's Compliance Manual, or otherwise violating provisions of their agreements with GCI required by this Compliance Agreement shall be subject to immediate suspension or termination by GCI or by the Covered Third Party, as the case may be, pending investigation.
 - (ii) Covered Third Parties or their Covered Personnel who become aware of any known or suspected fraud or noncompliance with RHC Program Rules or other violations of their agreements with GCI required by this Compliance Agreement are required to promptly report such suspicions to the GCI Compliance Officer, GCI Compliance Hotline, the Commission's whistleblower hotline or to the USAC whistleblower hotline.
 - (iii) Each Covered Third Party shall ensure that any of their Covered Personnel, as well as any other sales personnel or their direct supervisors (whether acting as employees or agents or independent contractors of the Covered Third Party) that perform any activities relating to GCI's participation in the RHC Program, receive the training described in Section 6 and provide certifications verifying that training to the Compliance Officer within thirty (30) days after receipt of the training materials.
 - (iv) Each Covered Third Party shall make available to GCI, the Commission and USAC upon request access to all documents and records relating to its work for GCI as it pertains to the Rural Health Care Program, without requirement for GCI consent. Each Covered Third Party shall also cooperate with audit requests (formal or informal) by GCI, the Commission or USAC to verify compliance with its agreements with GCI pertaining to the Rural Health Care Program and with the RHC Program Rules.
6. Compliance Training Program. GCI shall establish and implement an electronic Compliance Training Program for Covered Personnel consistent with this section, which may be tailored to a Covered Personnel's role and responsibilities with respect to the RHC Program. Covered Personnel shall complete their Compliance Training within thirty (30) days after GCI adopts the Compliance Manual, but in no event more than one hundred twenty (120) days after the Effective Date. Any training completed within the 6 months prior to the date on which GCI adopts the Compliance Manual satisfies this requirement, provided that it meets the requirements below. Any employee who becomes a Covered Person after the initial Compliance Training Program is completed shall be trained within thirty (30) days. For those Covered Personnel who are employees or officers of Covered Third Parties (or their contractors, third party agents, or other individuals or entities working on their behalf), the training shall be substantially similar to that provided to GCI employees. Each Covered Person who has completed training shall complete a standardized certification attesting to completion of the training. Covered Third Parties will relay such certifications to the Compliance Officer monthly.

- (a) The Compliance Training Program shall instruct all Covered Personnel about the RHC Program Rules, the Compliance Manual, and any additional requirements for Covered Personnel set forth under this Compliance Agreement. As part of the Compliance Training Program, Covered Personnel shall be advised of GCI's obligation to report under Section 8 of this Agreement any suspected, alleged, or known fraud or noncompliance with the RHC Program Rules or this Compliance Agreement. In addition, Covered Personnel and any others receiving the training shall be instructed on how to disclose such noncompliance to the GCI Compliance Officer. Training on the reporting procedures shall include the email and telephone number of the Compliance Officer, as well as numbers for providing that information anonymously to the GCI Compliance Hotline, the Commission's whistleblower hotline, and the USAC whistleblower hotline. The training package shall also emphasize the potential ramifications of failing to comply with RHC Program Rules. The training package shall explain that no person who submits reports or concerns about known, alleged, or suspected fraud or noncompliance shall be subject to any retaliation by GCI or Covered Third Parties, except that GCI may take any lawful personnel action in cases involving information that the person knew was inaccurate or false. GCI shall include a provision in every contract with any Covered Third Party barring any such retaliation.
- (b) GCI shall maintain a list of Covered Personnel, including the dates on which they began or ended service as Covered Personnel and the dates of any training. GCI shall provide to the FCC such information upon request. GCI and its Covered Third Parties shall repeat compliance training on an annual basis and provide the Commission with annual certifications from each Covered Person (or any other person for whom training is required by this agreement) certifying that each has received annual training pursuant to the Compliance Training Program. GCI shall periodically review and revise the Compliance Training Program for Covered Personnel as necessary to ensure that it remains current and complete and to enhance its effectiveness.
7. Fraud and Noncompliance Detection and Monitoring.
- (a) Within ninety (90) days after the appointment of the Compliance Officer, but in no event later than one hundred twenty (120) days after the Effective Date, GCI's Compliance Officer shall create procedures to investigate potential Rural Health Care Program fraud and noncompliance with the RHC Program Rules, and this Compliance Agreement. Among other activities, the Compliance Officer shall:
- (i) Establish a program of periodic "spot checks" to ensure that Covered Third Parties are complying with all their obligations.
 - (ii) Investigate promptly potential fraud or other irregularities based upon customer complaints, complaints by Covered Third Parties, information obtained through the "spot checks," or any other credible information, including complaints to the GCI Compliance Hotline.
- (b) During the term of this Compliance Agreement, GCI will include in the annual compliance reports under Section 11(a) a section containing the following metrics:
- (i) The number of investigations opened and the number of investigations closed during the annual reporting period;
 - (ii) A list of Covered Personnel terminated by GCI (or by Covered Third Parties) during the annual reporting period for known, alleged, or suspected fraud or noncompliance, the

nature of such fraud or noncompliance, and the amount or estimated amounts of Rural Health Care Program disbursements to GCI attributable to such fraud or noncompliance; and

- (iii) The amount of Rural Health Care Program disbursements (and dates of such disbursements) returned to the Universal Service Fund by GCI attributable to known fraud or noncompliance with RHC Program Rules by Covered Personnel.
8. Reporting Suspected Fraud or Noncompliance. GCI shall provide prompt notification to the FCC (as specified in Section 16) of any known, alleged or suspected fraud or noncompliance with the RHC Program Rules or this Compliance Agreement, including, without limitation, any relating to competitive bidding, within thirty (30) days after their discovery. In complex cases that require additional investigation, GCI may seek up to an additional thirty (30) days, which shall not be unreasonably denied, to make such a report. Such notification shall set forth any actions taken by GCI in response to the known, alleged or suspected fraud or noncompliance, including any investigations or inquiries made and any personnel actions taken. Such reports shall further include a detailed explanation of: (i) each instance of known, alleged or suspected fraud or noncompliance and the steps that GCI has or will take to investigate or verify any suspicions or allegations of fraud or noncompliance; (ii) the steps that GCI has taken or will take to remedy any such noncompliance after it has been verified; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that GCI has taken or will take to prevent the recurrence of any such noncompliance.
9. FCC or USAC Compliance Audits. GCI acknowledges that the FCC or USAC, acting directly or through agents, may review or audit GCI's compliance with this Compliance Agreement, with the GCI Compliance Plan, and with RHC Program Rules. GCI shall cooperate with such review or audit by promptly complying with reasonable requests for information or documents (without the requirement of subpoenas except when necessary to protect or comply with requirements regarding third party proprietary or personally identifiable information), permitting reasonable inspection of physical premises and equipment, and making requested and relevant personnel available. GCI shall maintain records in accordance with the requirements herein in a manner that permits any auditor to evaluate compliance with this Compliance Agreement, the GCI Compliance Plan, and RHC Program Rules. Audit findings under this section are not subject to the reporting requirements under Section 8, unless or until such findings are final and non-appealable.
10. GCI Independent Audit Reports.
- (a) For each year that this Compliance Agreement is in effect, GCI shall obtain an independent audit that evaluates its performance under this Compliance Agreement and with the Rural Health Care Program Rules. Except for the last year that this Compliance Agreement is in effect, these audits shall cover the preceding 12-month period, beginning with the 12 months following the Effective Date, and shall be completed no later than three (3) months after the end of the 12-month period being assessed. An Independent Audit Report shall be submitted to the FCC, together with the Annual Compliance Report required by Section 11 below, no later than four (4) months after the end of the 12-month period being assessed. During the last year, GCI shall obtain an independent close-out audit that covers the first nine (9) months of that year and shall be completed and submitted to the FCC, together with the Annual Compliance Report required by Section 11 below, no later than thirty (30) days before the end of the that year (unless some other date is mutually agreed upon by the Parties).

- (b) The auditing program established by GCI to fulfill its obligations under this Compliance Agreement shall be consistent with generally accepted government auditing standards (“GAGAS”), including the requirement that such audits be performed by an independent auditor. The audits should be designed to ensure that GCI is complying with the terms of this Compliance Agreement, the GCI Compliance Plan, and RHC Program Rules.

11. Annual Compliance Reports.

- (a) GCI shall prepare and file annual compliance reports (each an “Annual Compliance Report”) with the FCC. Each Annual Compliance Report shall be submitted with the Independent Audit Report, as discussed above, and shall cover the same time period as the Independent Audit Report. Beginning with the third year this Compliance Agreement is in effect, the Annual Compliance Report shall be submitted thirty (30) days before the anniversary of the Effective Date and shall cover as much of the 12-month period prior to the anniversary of the Effective Date as is reasonably possible.
- (b) Each Annual Compliance Report shall include a reasonably detailed description of GCI’s efforts during the relevant period to comply with the terms and conditions of this Agreement. In addition, each Annual Compliance Report shall include a certification by the Compliance Officer, on behalf of GCI, stating that the Compliance Officer has personal knowledge that GCI: (1) has established and implemented the GCI Compliance Plan; and (2) is not aware of any instances of any suspected, alleged, or known fraud or noncompliance with the RHC Program Rules or this Compliance Agreement, including, without limitation, any relating to competitive bidding, except for those reported pursuant to the requirements under Section 8.
- (c) Each Annual Compliance Report shall include a detailed description of any items identified in Section 7; any overpayments made to GCI during the previous year from the RHC Program; customer complaints; and any ongoing Rural Health Care Program related investigations, legal proceedings and inquiries by state or regulatory agencies. The Report shall also contain a section that includes the metrics required by Section 7(b).
- (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of GCI, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (1) each instance of such unreported noncompliance as described in subsection (b)(2) of this section; (2) the steps that GCI has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (3) the steps that GCI has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (e) Each Annual Compliance Report shall include a headcount of Covered Personnel.
- (f) In each Annual Compliance Report, the signatories shall certify that before submitting the Report, they reviewed and took into consideration the Independent Audit Report that covers the same time period.
- (g) Each Annual Compliance Report shall include certifications by the Compliance Officer that all required oversight, training, education, reporting and other compliance activities were undertaken in accordance with the requirements of this Compliance Agreement and the GCI Compliance Plan. In the alternative, the Report shall identify any provision of this Compliance Agreement and of the GCI Compliance Plan with which GCI did not comply

during the applicable time period and describe any such noncompliance. The Report shall also explain the steps taken, and/or those that will be taken (with a timeline specifying when GCI will take them), to correct any noncompliance, to cure any violation, and to ensure future compliance.

- (h) The Commission, USAC, and the OIG may each provide comments to GCI's Compliance Officer and its counsel. To the extent feasible, such comments will be provided within sixty (60) days of each submitted Annual Compliance Report. Each entity may request GCI's counsel to arrange a conference with the Compliance Officer to discuss the details of each annual report.

12. Remedies for Noncompliance.

- (a) General Provision: The FCC reserves its right to pursue violations of the terms of this Compliance Agreement and of the RHC Program Rules consistent with its authority under the Act. GCI acknowledges and agrees that if GCI fails to materially comply with any provision of this Compliance Agreement, the FCC may treat such noncompliance in the same manner as the failure to comply with a rule promulgated by the Commission, as well as avail itself of such other remedies as may be set forth in this section. Any action taken under this section is without prejudice to the FCC's application of administrative remedies pursuant to the Act, as reserved by this subsection.
- (b) Suspension of Funding: To ensure the continued integrity of the Universal Service Fund, GCI acknowledges and agrees that if it fails to materially comply with any provision of this Compliance Agreement, USAC may exercise its authority to suspend action on processing RHC Program funding requests and withhold payment until GCI demonstrates to the satisfaction of the FCC and USAC that it has remedied such noncompliance. USAC may act under this subsection only upon the direction of the FCC. USAC shall provide thirty (30) days' notice to GCI, with a period to cure of no less than thirty (30) days, of any actions taken under this subsection and the grounds therefor. Suspension of funding shall not result in a default by GCI on its payment obligations under the Consent Decree, but shall extend the payment period by a corresponding amount of time. Any action taken under this subsection is without prejudice to the FCC's application of administrative remedies pursuant to the Act.
 - (i) If the FCC determines that GCI has failed to materially comply with any provision of this Compliance Agreement (other than a violation of Rural Health Care Program Rules), the FCC will inform GCI of such determination and may, in its sole discretion, direct USAC to suspend processing of GCI's funding requests and withhold payments as provided in this subsection (b). Alternatively, the FCC may, in its sole discretion, postpone such suspension of the processing of GCI's funding requests and the withholding of payments for a period of time and under such terms as the FCC may specify, except in those cases involving deadlines imposed by this Compliance Agreement, which instead shall be subject to the provisions of paragraph (ii) of this subsection. If the FCC postpones the suspension of the processing of GCI's funding requests and the withholding of payments of funding as permitted under the preceding sentence, and if GCI does not meet the terms of such postponement to the satisfaction of the FCC, the FCC may, in its sole discretion, direct USAC to immediately suspend processing of GCI's funding requests and withhold payments of funding commitments as provided in this subsection.
 - (ii) GCI may seek extensions of any deadline imposed by this Compliance Agreement by notification in writing to the FCC, to be received by the FCC at least five (5) business days before the deadline date (including an explanation of the reason for the requested

extension). Such an extension request may be granted or not in the sole discretion of the FCC. If the FCC denies the extension request, or if GCI fails to meet any extended deadline, then the FCC may, in its sole discretion, upon the failure of GCI to meet its deadline, direct USAC to suspend processing of GCI's funding requests and withhold payments of funding commitments as provided in this subsection (b).

- (iii) If a suspension of funding occurs due to material noncompliance with the terms of this Compliance Agreement (other than a violation of Rural Health Care Program Rules), GCI may appeal such suspension by filing an appeal with WCB within thirty (30) days. For purposes of this subsection, the computation of time shall be as set forth in 47 CFR § 1.4 and the procedures in 47 CFR §§ 54.721 and 54.722 shall be applicable to such appeals. The decision of the WCB may thereafter be appealed to the full Commission. If the Commission affirms any suspension of funding, GCI agrees that any such determination and the resulting denial of any payments in connection with such suspension shall not be subject to further administrative appeal at USAC or the FCC.
- (iv) If the Commission affirms any suspension of funding under paragraph (iii) of this subsection, or if a suspension of funding is imposed under this subsection (b) that is not appealed, GCI agrees to withdraw, relinquish, cancel, or restate any funding requests, as the case may be, consistent with any final orders of the FCC (or WCB, if no appeal is made to the full Commission) to the extent permissible under applicable RHC Program Rules, or, if cancellation is not viable, due to previous payments made under the transactions involved, to reduce any existing USAC funding commitments or repay any disbursements to the extent ordered by the FCC or USAC.
13. Violation of RHC Program Rules. If there is noncompliance with RHC Program Rules, USAC shall take action pursuant to its normal processing procedures, in accordance with FCC rules and orders and USAC procedures. Any such actions taken by USAC may be appealed as provided by applicable Universal Service Program rules, including those set forth in 47 CFR §§ 54.719 through 54.722.
14. Document and Record Retention. GCI shall maintain for inspection all documents and records necessary to support reimbursement claims from the Rural Health Care Program and to demonstrate compliance with this Compliance Agreement, in accordance with the Commission's record retention policy and RHC Program Rules.
15. Amendments. This Compliance Agreement may be amended only by written agreement duly executed by all the parties to this Compliance Agreement.
16. Notifications and Submissions of Reports and Compliance Documents. All notices, reports, disclosures or other communications required by this Compliance Agreement shall be in writing and sent via E-mail. Such notices, reports, disclosures or other communications shall be deemed to have been duly given on the day of transmission of the E-mail. Notifications required to be made to the FCC shall be made to the OIG, OGC, and EB. In addition to E-mail notifications, GCI shall provide hard copies of each Annual Compliance Report (as described in Section 11) to each of the individuals listed below. Notifications shall be made as follows:

If to OGC:
General Counsel (or designee)
Federal Communications Commission
45 L Street, NE

Washington, DC 20554
Email address of designee: Paula.Silberthau@fcc.gov; and
Jim.Bird@fcc.gov

If to EB:
Enforcement Bureau Chief (or designee)
Federal Communications Commission
45 L Street, NE
Washington, DC 20554
Email address of designee: Rakesh.Patel@fcc.gov; and
Meghan.Ingrisano@fcc.gov

If to OIG:
Inspector General (or designee)
Office of Inspector General
Federal Communications Commission
45 L Street, NE
Washington, DC 20554
Email address of designee: Eric.Phelps@fcc.gov; and
Sharon.Diskin@fcc.gov

17. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Loyaan A. Egal
Chief, Enforcement Bureau
Federal Communications Commission

Date

Rebecca Windt Pearson
Senior Vice President, Law and Corporate Advocacy, and General Counsel
GCI Communication Corp.

Date

APPENDIX B
Appeals to Be Withdrawn by GCI

October 20, 2017 Appeal to USAC of Denial Notice

November 19, 2018 Application for Review of WCB Decision Prescribing FY2017 Rates
(supplemented January 29, 2019 and September 7, 2021)

March 18, 2019 Petition for Reconsideration of 2019 Public Notice re *Determining Rural Rates in the RHC Program* (WCB, WC Docket Nos. 02-60 & 17-130)

July 12, 2019 Request for Review of Decision of USAC and Petition for Waiver

October 21, 2019 Petition for Review for 2019 Report & Order re *Promoting Telehealth in Rural America*
(D.C. Circuit, Case No. 19-1217)

November 15, 2019 Request for Review of Decision of USAC and Petition for Waiver

April 20, 2020 Request for Review of Decision of USAC and Petition for Waiver

November 19, 2020 Application for Review of WCB Decision Prescribing FY2018 and FY2019 Rates

December 7, 2020 Request for Review of USAC Decision Approving FY2017 Rates from WCB Decision

May 17, 2021 Request for Review of Decision of USAC

November 23, 2021 Request for Review of Decision of USAC and Petition for Waiver

APPENDIX C
FRNs Released for Disclosed Urban Rate Issues

1556729	1569946	1573814	1574826	1578896	1681575
1557163	1570069	1573815	1574827	1578898	1681576
1558190	1570519	1573816	1574829	1578966	1681577
1560012	1570522	1573817	1574831	1578974	1681578
1561472	1571079	1573818	1574833	1578976	1681579
1561734	1571125	1573819	1574834	1578977	1681582
1561793	1571132	1573820	1575384	1578979	1681583
1562502	1571140	1573821	1575385	1578985	1681584
1562512	1571294	1573823	1575386	1578988	1681799
1562807	1571300	1573824	1575388	1578990	1681800
1562808	1571309	1573843	1575389	1578992	1682018
1562809	1571360	1573844	1575390	1578994	1682138
1562810	1571362	1573845	1575392	1578998	1682220
1562811	1571415	1573846	1575394	1579277	1682227
1562856	1571418	1573847	1575395	1579459	1683874
1564026	1571420	1573852	1575396	1579474	1684117
1564133	1571422	1573853	1575398	1579822	1686864
1564375	1571426	1573854	1575399	1579934	1686865
1564379	1571430	1573863	1575400	1580565	1687108
1564382	1571432	1573864	1576484	1580569	1687131
1564383	1571649	1573865	1576497	1580574	1687132
1564386	1571650	1573866	1576507	1580581	1687144
1564387	1571651	1573867	1576511	1580583	1687145
1564388	1572029	1573868	1577150	1580764	1687157
1564389	1572711	1573869	1577156	1580962	1687158
1564393	1572750	1573870	1577161	1581191	1687159
1564394	1572754	1573871	1577164	1581192	1687160
1564395	1572967	1573872	1577165	1581485	1687162
1564397	1572974	1573873	1577166	1581487	1687163
1564398	1573173	1573874	1577167	1581488	1687164
1564399	1573201	1573878	1577168	1581489	1687233
1564400	1573202	1574758	1577170	1582078	1687238
1564738	1573431	1574760	1577171	1582416	1687243
1566716	1573473	1574761	1577173	1582419	1687255
1567974	1573479	1574763	1577174	1582511	1687256
1567976	1573480	1574764	1577478	1582529	1687281
1568063	1573575	1574765	1577648	1582532	1687486
1568064	1573781	1574767	1578617	1582535	1687487
1568065	1573784	1574768	1578619	1582723	1687490
1568066	1573788	1574769	1578843	1583028	1687517
1569199	1573798	1574795	1578883	1583075	1687519
1569200	1573805	1574815	1578888	1583258	1687521
1569201	1573810	1574818	1578889	1584060	1687547
1569202	1573811	1574821	1578890	1677354	1687548
1569676	1573812	1574822	1578892	1678123	1687761
1569880	1573813	1574823	1578894	1680535	1687762

1687764	1689593	1696854	1835583
1687768	1689594	1696856	1838190
1687769	1689595	1710505	1838192
1687770	1689596	1710533	1838219
1687771	1689597	1710617	1840386
1687772	1689599	1710628	1840399
1687773	1689637	1710634	1840418
1687774	1689643	1710952	1840424
1687775	1689645	1710958	1841740
1687776	1689647	1712653	1841821
1687777	1689651	1713132	1842045
1687778	1689654	1713548	1842648
1687779	1689664	1714016	1844082
1687780	1689668	1714698	1844779
1687781	1689896	1715228	1845016
1687898	1689900	1715441	1845175
1687914	1689903	1720847	1845251
1687949	1690056	1723407	1845795
1687950	1690058	1723414	1846210
1687951	1690062	1723418	1846944
1688019	1690064	1723428	1948722
1688022	1690065	1723434	1950226
1688440	1690071	1723587	1950551
1688494	1690086	1723892	1950823
1688496	1690091	1723898	1950929
1688497	1690144	1724327	1950930
1688498	1690373	1724340	1950937
1688499	1690379	1724342	1950940
1688500	1690387	1724346	1950942
1688501	1690392	1725132	1950945
1688502	1690417	1726002	1950946
1688503	1690542	1726723	1950953
1688505	1690543	1728201	1950954
1688613	1690544	1829473	1951117
1688620	1690548	1829479	1951264
1688624	1691246	1829528	1954460
1688730	1691442	1830891	1955249
1688732	1691443	1830985	1955253
1689337	1692603	1831009	1955257
1689340	1693413	1831012	1955261
1689574	1694657	1831197	1956793
1689577	1694661	1831235	
1689579	1694663	1832901	
1689581	1694664	1833490	
1689583	1694665	1835068	
1689589	1694668	1835072	
1689590	1694670	1835100	
1689591	1694673	1835182	
1689592	1696789	1835294	

APPENDIX D
FRNs Released for Rural Rate Issues

All Funding Year 2015 through Funding Year 2019 FRNs

APPENDIX E
FRNs Released for Competitive Bidding Issues

51021	51070	61428	61968	63686	1210951
51022	51627	61429	61969	63687	1212336
51023	51738	61430	61970	63688	1212452
51024	51739	61431	62191	63689	1212486
51025	51740	61432	62192	63690	1212674
51026	51741	61433	62193	63691	1212699
51027	51742	61434	62194	63692	1212729
51028	51743	61435	62195	63693	1212733
51029	51744	61436	62196	63694	1212740
51030	51745	61437	62197	63695	1212749
51031	51746	61438	62198	63696	1212754
51032	51747	61439	62199	63697	1212755
51033	51748	61440	62200	63698	1212756
51034	51941	61441	62201	63874	1212767
51035	52272	61442	62202	63875	1212768
51036	55642	61443	62203	63876	1212769
51037	55643	61444	62204	63877	1212827
51038	55644	61445	62205	63878	1212828
51039	55646	61446	62206	63879	1212829
51040	55647	61447	62207	63880	1212837
51041	55811	61448	62208	63881	1212841
51042	56025	61644	62209	63882	1212844
51043	56026	61645	62210	63883	1212847
51044	58411	61646	62211	63884	1212848
51045	59636	61647	62212	63885	1212994
51046	59637	61648	62213	63886	1212995
51047	59638	61649	62214	64086	1212996
51048	59639	61650	62215	64087	1213016
51049	59640	61651	62216	64088	1213023
51050	59641	61652	62217	64089	1213031
51051	59642	61653	62218	64090	1213037
51052	59643	61654	62219	64091	1213039
51053	59644	61655	62220	64092	1213041
51054	59645	61656	62221	64286	1213044
51055	59646	61657	62222	64549	1213482
51056	59647	61880	62468	68882	1213721
51057	59664	61881	62469	1210536	1213722
51058	59671	61882	62631	1210697	1213724
51059	61417	61957	62824	1210819	1213725
51060	61418	61958	62951	1210825	1213726
51061	61419	61959	63162	1210826	1213727
51062	61420	61960	63678	1210834	1213728
51063	61421	61961	63679	1210836	1213729
51064	61422	61962	63680	1210838	1213733
51065	61423	61963	63681	1210839	1213734
51066	61424	61964	63682	1210840	1213735
51067	61425	61965	63683	1210841	1213746
51068	61426	61966	63684	1210843	1213752
51069	61427	61967	63685	1210845	1213755

* denotes FRNs that are not released as to the disclosed potential conflict issue

1213775	1223382	1335127	1336822	1338896	1445660
1213785	1223415	1335128	1336826	1338931	1445661
1213786	1223422	1335131	1336827	1339009	1445670
1213787	1223428	1335332	1336990	1339012	1445678
1213788	1224905	1335879	1336991	1339018	1445682
1213789	1224907	1336087	1337492	1339020	1445685
1213790	1225265	1336088	1337531	1339022	1445691
1213791	1226101	1336089	1337532	1340836	1445692
1216798	1226235	1336090	1337533	1340838	1445696
1217574	1226254	1336092	1337534	1340847	1445698
1219647	1226292	1336093	1337535	1341679	1445700
1219807	1226318	1336095	1337536	1342535	1445706
1219823	1226624	1336096	1337624	1343478	1445708
1219837	1227281	1336097	1337667	1343726	1445709
1219844	1227283	1336098	1337719	1353096	1445710
1219848	1227284	1336099	1337721	1354248	1445712
1219857	1227285	1336100	1337722	1440314	1445714
1219875	1227286	1336101	1337723	1440317	1445716
1219911	1227287	1336102	1337726	1441069	1445717
1219925	1227288	1336118	1337727	1441132	1445718
1219936	1227289	1336119	1337728	1441134	1445719
1220078	1227364	1336120	1337729	1442239	1450548
1220080	1227369	1336121	1338413	1442536	1450784
1220086	1227380	1336122	1338414	1443170	1451313
1220192	1227388	1336125	1338415	1443472	1452503
1220194	1227834	1336127	1338416	1443727	1452643
1220197	1234083	1336130	1338417	1445097	1452797
1220717	1236718	1336133	1338418	1445103	1452861
1220731	1236819	1336134	1338419	1445119	1452862
1220936	1236823	1336136	1338455	1445245	1452886
1220979	1236828	1336138	1338458	1445544	1452888
1220983	1329202	1336140	1338459	1445548	1452891
1220984	1331488	1336141	1338461	1445552	1452892
1221390	1332356	1336143	1338463	1445553	1453011
1221393	1332363	1336145	1338465	1445562	1453012
1223240	1332366	1336151	1338469	1445563	1453014
1223249	1332367	1336154	1338471	1445565	1453015
1223255	1332412	1336156	1338473	1445567	1453016
1223258	1332914	1336157	1338474	1445580	1453482
1223263	1333114	1336160	1338475	1445581	1453969
1223264	1333257	1336161	1338476	1445583	1453972
1223265	1333959	1336162	1338478	1445593	1454166
1223266	1334082	1336165	1338479	1445594	1454407
1223267	1334517	1336167	1338480	1445595	1454495
1223268	1334935	1336170	1338481	1445596	1454496
1223269	1335105	1336173	1338482	1445597	1454497
1223270	1335106	1336599	1338484	1445598	1454498
1223271	1335112	1336603	1338486	1445650	1454499
1223272	1335115	1336604	1338488	1445651	1454933
1223273	1335119	1336605	1338489	1445655	1455050
1223274	1335120	1336717	1338490	1445656	1455090
1223275	1335123	1336818	1338716	1445657	1455093
1223276	1335124	1336821	1338717	1445659	1455289

1455411	1458502	1561704	1569199	1572781	1577161
1455451	1458503	1561706	1569200	1572782	1577164
1455543	1458507	1561707	1569201	1572856	1577165
1455961	1458508	1561708	1569202	1572967	1577166
1455964	1458510	1561716	1569676	1572974	1577167
1456344	1458511	1561720	1569880	1573172	1577168
1456345	1458515	1561721	1569946	1573173	1577170
1456348	1458519	1561734	1570069	1573202*	1577171
1456349	1460243	1562062	1570517	1573416	1577173
1456350	1460253	1562502	1570519	1573431*	1577174
1456351	1461882	1562571	1570522	1573473	1577457
1456353	1462566	1562800	1571125*	1573479	1577478
1456354	1462567	1562801	1571132*	1573480	1578393
1456356	1462570	1562803	1571294	1573481	1578617*
1456360	1463974	1562804	1571300	1573574	1578619*
1456414	1463980	1562805	1571309	1573575	1578843
1456712	1464581	1562806	1571340	1573784*	1578848
1456713	1464583	1562807	1571344	1573810*	1578850
1456763	1464585	1562808	1571345	1573813*	1578883*
1456765	1464588	1562809	1571346	1573816*	1578888*
1457353	1464590	1562810	1571347	1573818*	1578889*
1458027	1464592	1562811	1571348	1573821*	1578890*
1458029	1464593	1564025	1571364	1573823*	1578892*
1458030	1464594	1564026	1571365	1573844*	1578894*
1458032	1464595	1564027	1571366	1573847*	1578896*
1458033	1558190	1564028	1571367	1573854*	1578898*
1458042	1560012	1564029	1571368	1573865*	1578966
1458043	1560047	1564030	1571369	1573868*	1578974
1458227	1560056	1564031	1571370	1573869*	1578976
1458250	1560058	1564083	1571371	1573872*	1578977
1458252	1560356	1564375	1571372	1573873*	1578979
1458255	1560359	1564379	1571462	1573874*	1578982
1458258	1560360	1564382	1571464	1573877	1578985
1458259	1560362	1564383	1571465	1573878	1578987
1458261	1560363	1564386	1571466	1574758	1578988
1458263	1560365	1564387	1571649	1574760	1578989
1458287	1560732	1564388	1571650	1574761	1578990
1458289	1560733	1564389	1571651	1574763	1578991
1458290	1560734	1564393	1571656	1574764	1578992
1458293	1560795	1564394	1571657	1574765	1578993
1458294	1560796	1564395	1571769	1574767	1578994
1458297	1560797	1564397	1572029	1574769	1578996
1458300	1560833	1564398	1572361	1576484	1578997
1458303	1560834	1564399	1572362	1576497	1578998
1458491	1560835	1564400	1572363	1576507	1578999
1458492	1560836	1564738	1572364	1576510	1579156
1458493	1560837	1566716	1572365	1576511	1579157
1458496	1560838	1567974	1572366	1576513	1579159
1458497	1560839	1567976	1572367	1577150	1579263
1458498	1561472	1568063	1572711	1577156	1579268
1458499	1561544	1568064	1572750	1577157	1579271
1458500	1561596	1568065	1572754	1577158	1579273
1458501	1561701	1568066	1572780	1577159	1579277

1579279	1681582	1686906	1687780	1688660	1690300
1579281	1681583	1686907	1687781	1688730	1690302
1579283	1681584	1686908	1687898	1688732	1690304
1579285	1681799	1686909	1687914	1689284	1690308
1579286	1681800	1686910	1687949	1689337	1690309
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